



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

**RFP NO. B2Z04086
TITLE: IMAGING EQUIPMENT
ISSUE DATE: 06/10/04**

**REQ#: NR860ADM40000042
BUYER: Karla Wiseman
PHONE NO: 573-751-5430
E-MAIL: karla.wiseman@oa.mo.gov**

RETURN PROPOSAL NO LATER THAN: 06/28/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

**RETURN PROPOSAL TO: DPMM or DPMM
P O BOX 809 301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101**

CONTRACT PERIOD: DATE OF AWARD THROUGH 09/30/05

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**DEPARTMENT OF REVENUE
301 WEST HIGH STREET
JEFFERSON CITY, MO 65105**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 05/03/04). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE
PHONE NO.	FAX NO.	E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR

1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors to establish a contract for the acquisition of large-scale imaging hardware including high speed scanners, optical storage devices, related equipment and maintenance for the Missouri Department of Revenue (hereinafter referred to as the state agency), in accordance with the requirements and provisions stated herein.
- 1.1.2 The state reserves the right to allow other state agencies to order from the contract, providing prior approval of the Division of Purchasing and Materials Management.

1.2 Document Organization:

- 1.2.1 This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction (including background information)
- 2) Contractual Requirements
- 3) Technical Specifications
- 4) Performance Requirements
- 5) Offeror's Instructions and Requirements
- 6) Exhibit A: Cost
- 7) Exhibit B: Technical Capabilities
- 8) Exhibit C: Contractor Support
- 9) Exhibit D: Other Requested Information
- 10) Exhibit E: MBE/WBE Participation
- 11) Exhibit F: Domestic Products Procurement Act (Buy American)
- 12) RFP Terms and Conditions

1.3 Pre-Proposal Conference:

- 1.3.1 A pre-proposal conference regarding this Request for Proposal will be held on Monday, June 21, 2004, at 8:30 a.m., in Room 494 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.
- 1.3.2 All potential offerors are encouraged to attend the pre-proposal conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.3.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.
- 1.3.4 Offerors are encouraged to email or fax their questions regarding the RFP prior to the pre-proposal conference (by close of business) on Thursday, June 17, 2004 to: Karla Wiseman, Buyer, Division of Purchasing and Materials Management, Room 630, Truman State Office Building, 301 West High Street, P.O. Box 809, Jefferson City, MO 65102; facsimile number: (573) 526-9818 or 751-7276; email address: karla.wiseman@oa.mo.gov.

1.4 Offeror's Contacts:

- 1.4.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

1.5 Mandatory Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation Requirements:

- 1.5.1 This RFP requires MBE and WBE participation in the performance of the contract. Refer to paragraphs 2.11 and 6 including all subparagraphs for specific participation requirements and opportunities. The offeror is advised to review the information carefully. The offeror is cautioned that the MBE/WBE participation requirements contained herein are different than the MBE language contained in previously issued procurement documents.

1.6 Procurement/Contract Documentation:

- 1.6.1 Both the current contract (C900302001) and the previous procurement documentation (B900302) may be viewed and printed from the Division of Purchasing and Materials Management's Public Record Search and Retrieval System located on the internet at www.oa.mo.gov/purch/purch.htm.

1.7 Background:

- 1.7.1 The purpose of this RFP is for the provision of scanners and optical storage devices which will be utilized by the existing Document Management System. The system consists of Optika Acorde Imaging Software and Optika Ascent Capture Software.
- 1.7.2 Once the courts file a conviction with the Department of Revenue for posting to the driver record, the department lacks the ability to electronically store and retrieve these traffic violation records. Convictions currently have to be retrieved from a paper-based microfilmed image that is extremely time consuming and resource intensive. Additionally, the quality of these documents is often extremely poor.
- 1.7.3 The Department of Revenue will design and program a document management system that allows for on-line retrieval and transmission of electronic conviction reports, withdrawal actions and registration records. This will enable the department to respond more quickly and efficiently to requests from other licensing jurisdictions, employers, law enforcement, and highway safety representatives for conviction and withdrawal information. Improvements in the department's response time and document quality will result from this new system.
- 1.7.4 All paper documents (traffic convictions, driver license withdrawals, etc) will be imaged and exported via an electronic file. The document management system will be designed to transfer these digital records to a document retrieval system. Employees will then have the ability to access the document retrieval system to electronically retrieve the document image. The document images and/or data will be electronically provided to the requestor.
- 1.7.5 The Driver and Vehicle Services Bureau currently microfilms an average of 24,000 pages of driver license documents per day. They are of varying paper weights, sizes and colors. Some documents are copies and faxes. The system must be capable of expansion to process additional quantities of documents.

- 1.7.6 The Local Area Network (LAN) currently consists of over 500 Users and devices and consists of a mix of Novell and Windows Servers. The Novell Server is currently at version 6.X and the Windows Servers are version NT or 2000. The network infrastructure consists of switched 10/100 Ethernet over Cat V cabling.
- 1.7.7 The Division of Motor Vehicle and Drivers Licensing uses IBM-Compatible personal computers with a minimum configuration of P3-350 with 64 Meg Ram.
- 1.7.8 The Division of Motor Vehicle and Drivers Licensing standard operating system is Windows NT workstation moving toward a standard of Windows 2000. There are some workstations, on our network, running Windows XP professional.
- 1.7.9 The Department of Revenue is a current user of the State Data Center (SDC) operated by the Office of Administration. The SDC operates two mainframe Central Processing Unit (CPU) complexes: one IBM 2064-1C8 and one IBM 2084-306. These are logically partitioned into a total of 8 separate domains with each running a copy of the IBM z/OS 1.4 operating system. SDC provides on-line interactive computing services through the use of Time Sharing Option (TSO). The SDC also provides two program products called the Interactive System Productivity Facility (ISPF) and the ISPF/Program Development Facility (ISPF/PDF) which allows customers with little or no TSO experience to fully utilize many of its facilities. The department's workstations are connected to the host via 3270 terminal emulation.
- 1.7.10 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this request for proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 Entire Agreement:

- 2.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, (3) clarifications of the proposal, if any, and (4) Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order".
- 2.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.3 Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, including the state agency, shall be used or construed as an amendment or modification.

2.2 Contract Period:

- 2.2.1 The original contract period shall be date of award through September 30, 2005. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- a. The Division of Purchasing and Materials Management reserves the right, in addition to the above, to renew those portions of the contract necessary to provide optional maintenance service for four (4) additional one-year periods, or a portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all other terms and conditions, requirements and specifications of the contract applicable to the above referenced services shall remain the same and apply during the extension period(s) with the exception of price. Prices shall be mutually agreed upon in writing by both the contractor and the Division of Purchasing and Materials Management at the time the option is exercised and prior to the performance of any service under the option.

2.3 Pricing:

- 2.3.1 All prices shall be as indicated in Exhibit A. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.4 Liabilities:

- 2.4.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.4.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.4.3 Under no circumstances shall the contractor be liable for any of the following: (1) third-party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.4.4 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.5 Force Majeure:

- 2.5.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes solely beyond the control of, and without the fault or negligence of the contractor ("force majeure events"). Such causes may include, however, are not restricted to: Acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. Failure of the contractor to employ adequate personnel to complete the contract requirements shall not constitute a force majeure event. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences as soon as possible. The contractor must give written

notice of any force majeure event to the agency within 24 hours after its occurrence in order to receive the liability protections of this paragraph.

2.6 Inventions, Patents, and Copyrights:

2.6.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

2.6.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

2.6.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

2.7 Replacement of Damaged Product:

2.7.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the state of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

2.8 Substitutions:

2.8.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the DPMM.

2.8.2 The state reserves the right to allow the contractor to substitute any new product offered by the contractor on all unshipped and future orders if the quality is equal to or greater than the product under contract and if the prices are equal to or less than the contract prices. The DPMM shall be the final authority as to acceptability.

2.9 Termination:

- 2.9.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.10 Subcontractors:

- 2.10.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must provide notice and obtain acknowledgement from the State of Missouri prior to changing subcontractors.

2.11 MBE/WBE Participation:

- 2.11.1 The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.
- 2.11.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.
- 2.11.3 The Division of Purchasing and Materials Management and the Office of Equal Opportunity will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.
- 2.11.4 If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must provide written notification to the Division of Purchasing and Materials Management for any new MBE/WBE participants. The Division of Purchasing and Materials Management will verify that the proposed MBE/WBE has been certified by the Office of Equal Opportunity and will provide acknowledgement of the new MBE/WBE participant to the contractor.
- 2.11.5 If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit an Application for Waiver to the Division of Purchasing and Materials Management documenting all

efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.

2.12 Assignment:

- 2.12.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

2.13 Coordination:

- 2.13.1 The contractor shall fully coordinate activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.14 Contractor Status:

- 2.14.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.15 Property of State:

- 2.15.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

2.16 Transition:

- 2.16.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the state agency.

2.17 Financial Requirements:

- 2.17.1 The contractor understands that the State of Missouri is not obligated for any payments under the terms of the agreement unless funds have been officially encumbered in accordance with the provisions of Chapter 33, RSMo. The contract shall automatically terminate without penalty or termination costs if such funds are not appropriated or available. If funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the state agency's right to pursue alternate contracts as may be necessary. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract. The availability of funding for the contract shall be determined solely by the state agency and such determination shall be final and without recourse by the contractor. The state agency does not give any

assurances under the terms of the contract that the maximum calculated reimbursement for service(s) specified herein will be purchased.

2.17.2 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, pursuant to federal government requirements, all contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the grant or agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).

a. In addition, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.18 Payments:

2.18.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

2.18.2 All payments, with the exception of software maintenance and software lease payments, shall be made in arrears. The State of Missouri may make advance deposits/payment for software maintenance (upgrades/new releases/technical support-type agreements) and lease payments only.

2.19 Conflict of Interest:

2.19.1 In accordance with the Revised Statutes of the State of Missouri, no official or employee of the state agency or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the services covered by the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract.

a. In accordance with state and federal laws and regulations, state executive order or regulations and policies of the state agency, the contractor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services. The contractor agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

- b. It is agreed that no Missouri state employee shall help the contractor obtain the contract or participate in the performance of the contract if such involvement will constitute a conflict of interest. Before any state employee may be involved in the performance of the contract written approval shall be obtained from the director of the state agency.
- c. A state employee shall not be compensated under the contract for duties performed in the course of his/her state employment. A state employee shall not use state facilities or materials for personal gain relating to the performance of the contract.

2.20 Contract Extension:

- 2.20.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Division of Purchasing and Materials Management reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

3. TECHNICAL SPECIFICATIONS

3.1 General:

- 3.1.1 The contractor shall provide the specific document scanners and optical storage devices to the state agency in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.

3.2 High Speed Document Scanner Requirements:

- 3.2.1 The scanner must have the ability to scan high daily volumes. Daily volumes are anticipated to be a minimum of 12,000 and may reach a peak of 60,000 for an eight (8) hour shift. The majority of documents this involves are required to be scanned and returned to the working groups with a 1 hour to a 24 hour turn-around time.
- 3.2.2 The scanner must automatically feed documents at a minimum rate of 160, 8.5" x 11", landscape oriented pages per minute.
- 3.2.3 The scanner shall scan simplex and duplex in one (1) pass.
 - a. Speed of automatic document feed should not be degraded by more than ten (10) percent when scanning duplex documents.
- 3.2.4 The scanner's document handling capabilities, at a minimum, shall include the following:
 - a. Feeding mixed sizes of originals ranging in size from 2.5" x 2.5" to 12" x 30".
 - b. 1000 sheet capacity stacker with automatic reset to selected batch position.
 - c. Ability to feed documents commingled from the left edge, center or right edge without any deterioration in quality of image or processing speed.
 - d. Detecting variable paper weights, variable paper size, labels, etc. and prevent misfeeds.
 - e. Imaging enhancement capabilities to improve image quality, which at a minimum shall include auto deskew, auto crop and heavily shaded or highlighted documents (for example, a heavily shaded document without image enhancement may result in an illegible image but with image enhancement it will produce a good quality legible image).

- 3.2.5 The scanner must image in black and white and must be upgradeable to image in color. (Color upgrade must be included in Optional Pricing of Exhibit A.)
- 3.2.6 The scanner must provide a minimum resolution of 200 dpi and up to 400 dpi in black and white and, if upgraded, a minimum resolution of 100 dpi and up to 300 dpi in color.
- 3.2.7 The scanner must be able to scan material/data into the following file formats: CCITT Group III-1D, 2D or IV, Uncompressed/Bitonal.
- 3.2.8 The scanner must have automated/electronic color dropout for OCR/ICR read rates. Feature removes unnecessary background color without requiring downtime including lamp changes.
- 3.2.9 The scanner must have image address with patch reader support. For example, scanner can detect patch pages between documents and increment the image number by one when scanning the next document. This function allows the scanner to recognize when one multi-page document ends and another begins.
- 3.2.10 The scanner must provide 1 to 256 possible values of gray for an 8-bit gray scale image.
- 3.2.11 The scanner must have brightness and contrast control.
- 3.2.12 The scanner must be designed with an open architecture to be compatible with Kofax Capture Software Version 6.
- 3.2.13 The scanner must have interface support for the following:
 - a. ISIS drivers
 - b. TWAIN drivers
 - c. KOFAX
 - d. Image Capture Software
- 3.2.14 The scanner must have a document printer. The document printer must have the following minimum capabilities:
 - a. Print in any location on the document: top, bottom, left side, right side, middle, etc.
 - b. Must be compatible with Kofax Ascent Capture 6.0 Software.
 - c. Must be compatible with Kofax Adrenaline Adapter

3.3 Medium Speed Document Scanner Requirements:

- 3.3.1 The scanner must have the ability to scan high daily volumes. Daily volumes are anticipated to be a minimum of 12,000 and may reach a peak of 60,000 for an eight (8) hour shift. The majority of documents this involves are required to be scanned and returned to the working groups with a 1 hour to a 24 hour turn-around time.
- 3.3.2 The scanner must automatically feed documents at a minimum rate of 120 8.5" x 11", landscape oriented pages per minute.
- 3.3.3 The scanner shall scan simplex and duplex in one (1) pass.
 - a. Speed of automatic document feed should not be degraded by more than ten (10) percent when scanning duplex documents.

- 3.3.4 The scanner's document handling capabilities, at a minimum, shall include the following:
- a. Feeding mixed sizes of originals ranging in size from 2.5" x 2.5" to 12" x 30".
 - b. 1000 sheet capacity stacker with automatic reset to selected batch position.
 - c. Ability to feed documents commingled from the left edge, center or right edge without any deterioration in quality of image or processing speed.
 - d. Detecting variable paper weights, variable paper size, labels, etc. and prevent misfeeds.
 - e. Imaging enhancement capabilities to improve image quality, which at a minimum shall include auto deskew, auto crop and heavily shaded or highlighted documents (for example, a heavily shaded document without image enhancement may result in an illegible image but with image enhancement it will produce a good quality legible image).
- 3.3.5 The scanner must image in black and white and must be upgradeable to image in color. (Color upgrade must be included in Optional Pricing of Exhibit A.)
- 3.3.6 The scanner must provide a minimum resolution of 200 dpi and up to 400 dpi in black and white and, if upgraded, a minimum resolution of 100 dpi and up to 200 dpi in color.
- 3.3.7 The scanner must be able to scan material/data into the following file formats: CCITT Group III-1D, 2D or IV, Uncompressed/Bitonal.
- 3.3.8 The scanner must have automated/electronic color dropout for OCR/ICR read rates. Feature removes unnecessary background color without requiring downtime including lamp changes.
- 3.3.9 The scanner must have image address with patch reader support. For example, scanner can detect patch pages between documents and increment the image number by one when scanning the next document. This function allows the scanner to recognize when one multi-page document ends and another begins.
- 3.3.10 The scanner must provide 1 to 256 possible values of gray for an 8-bit gray scale image.
- 3.3.11 The scanner must have brightness and contrast control.
- 3.3.12 The scanner must be designed with an open architecture to be compatible with Kofax Capture Software Version 6.
- 3.3.13 The scanner must have interface support for the following:
- a. ISIS drivers
 - b. TWAIN drivers
 - c. KOFAX
 - d. Image Capture Software
- 3.3.14 The scanner must have a document printer. The document printer must have the following minimum capabilities:
- a. Print in any location on the document: top, bottom, left side, right side, middle, etc.
 - b. Must be compatible with Kofax Ascent Capture 6.0 Software.
 - c. Must be compatible with Kofax Adrenaline Adapter

3.4 Flatbed Scanner Requirements:

- 3.4.1 The flatbed scanner shall automatically feed documents at a minimum rate of fifty (50) 8.5" x 11" portrait oriented pages per minute.
- 3.4.2 The flatbed scanner shall scan simplex and duplex in one (1) pass.
- 3.4.3 The automatic document feeder shall have a capacity of no less than 100 letter size sheets.
- 3.4.4 The flatbed scanner shall automatically feed mixed sizes of originals.
- 3.4.5 The flatbed scanner shall feed originals ranging in size from 2.1" x 2.9" to 11.7" x 17".
- 3.4.6 The flatbed scanner shall provide at a minimum a resolution range from 100 – 800 dpi.
- 3.4.7 The flatbed scanner shall provide 1 to 256 possible values of gray for an 8-bit gray scale image.
- 3.4.8 The flatbed scanner shall have advanced image processing capabilities that enhance scanned images (for example, a heavily shaded document without image enhancement may result in an illegible image but with image enhancement it will produce a good quality legible image). At a minimum, the enhancements must include:
 - a. Descew: straightens scanned documents up to approximately 45% adjustment;
 - b. Cropping: removal of excess edge and background data;
 - c. Brightness and contrast adjustments: images clear regardless of light or dark originals;
 - d. Edge detection and background removal: results in a more clear image.
 - e. High rate of OCR/ICR recognition.
- 3.4.9 The flatbed scanner must have interface support for the following:
 - a. ISIS drivers
 - b. TWAIN drivers
 - c. KOFAX
 - d. Image Capture Software
- 3.4.10 The flatbed scanner must be compatible with the following hardware/software: Kofax Ascent Capture Software Version 6.

3.5 Optical Storage Device and Stand-Alone Drive Requirements (UDO Technology):

- 3.5.1 The optical storage device shall use Ultra Density Optical (UDO) technology.
- 3.5.2 The optical storage device shall provide a minimum of seventy-two (72) slots with a minimum of four (4) drives, total capacity: 2.2 TB.
- 3.5.3 The individual disk capacity shall be a minimum of 30GB.
- 3.5.4 The optical storage drive shall provide an average seek time of no more than twenty-five (25) milliseconds (ms).
- 3.5.5 The optical storage drive shall have a read rate of no less than eight (8) MB/second.
- 3.5.6 The optical storage drive shall have a write rate of no less than four (4) MB/second.
- 3.5.7 The optical storage drive shall have a drive buffer size of approximately 32 MB.

- 3.5.8 The optical storage drive shall be 5.25 inch, half-height UDO optical disk drives.
- 3.5.9 The drives shall provide an average seek time of no more than twenty-five (25) milliseconds (ms).
- 3.5.10 The optical media shall have a minimum capacity of 30 GB write once format. (Pricing for media must be included on the Other Costs pricing section of Exhibit A.)

3.6 Optical Storage Device and Stand-Alone Optical Storage Drive (MO Technology):

- 3.6.1 The optical storage device shall use magneto-optical (MO) technology.
- 3.6.2 The optical storage device shall provide a minimum of two hundred and thirty eight (238) slots with a minimum of four (4) drives total capacity of 2.2 TB.
- 3.6.3 The optical storage device drive capacity shall be a minimum of 9.1GB.
- 3.6.4 The optical storage drive at a minimum shall be backwards compatible with 5.2 MB and 2.6 MB platters.
- 3.6.5 The optical storage devices shall accept individual media capacities up to 9.1GB. Other industry standard media of lesser capacity may also be used.
- 3.6.6 The optical storage devices shall be equipped with write-read drives only.
- 3.6.7 The optical storage devices shall provide an average seek time of no more than twenty-five (25) milliseconds (ms).
- 3.6.8 The average short seek shall be no more than 6 milliseconds (ms).
- 3.6.9 The optical storage device shall provide an average access time of no more than thirty-five (35) milliseconds (ms).
- 3.6.10 The optical storage device shall provide an average load time with spin-up no slower then five-point-five (5.5) seconds and average unload time with spin-down no slower than three (3) seconds.
- 3.6.11 The optical storage device synchronous/asynchronous burst data transfer rates shall be no less than ten (10) MB/second and sustained transfer rates shall be no less that six-point-one (6.1) MB/second.
- 3.6.12 The optical storage device shall have a buffer size of no less than eight (8) MB.
- 3.6.13 The optional optical storage device shall use magneto optical technology as previously described elsewhere in this document. The variables for optional equipment are related to the number of media drives and the number of drives per jukebox.
- 3.6.14 Optical storage device shall be designed with an open architecture to be compatible with Optika Acorde Imaging Software, version 3.1 and 4.0.
- 3.6.15 The optical media shall have a minimum capacity of 9.1 GB write once format. (Pricing for media must be included on the Other Costs pricing section of Exhibit A.)

3.7 Required Optional Equipment:

3.7.1 In addition to the optical storage device and stand-alone drive required in section 3.5 (Optical Storage Device and Standalone Drive-UDO technology), the contractor must provide the configurations/capacities for the optical storage devices listed below.

- a. Optical storage devices must provide a minimum of twenty-four (24) slots with a minimum of two (2) drives, total capacity: 720 GB.
- b. Optical storage devices must provide a minimum of thirty-two (32) slots with a minimum of two (2) drives, total capacity: 720 GB.
- c. Optical storage devices must provide a minimum of eighty (80) slots with a minimum of two (2) drives, total capacity: 2.4 TB.
- d. Optical storage devices must provide a minimum of one hundred four (104) slots with a minimum of two (2) drives, total capacity: 3.1TB.
- e. Optical storage devices must provide a minimum of one hundred four (104) slots with a minimum of four (4) drives, total capacity: 3.1TB.
- f. Optical storage devices must provide a minimum of one hundred sixty-four (164) slots with a minimum of four (4) drives, total capacity: 4.9TB.
- g. Optical storage devices must provide a minimum of one hundred sixty-four (164) slots with a minimum of six (6) drives, total capacity: 4.9TB.
- h. Optical storage devices must provide a minimum of two hundred thirty-eight (238) slots with a minimum of six (6) drives, total capacity: 7.1TB.

3.7.2 In addition to the optical storage device and stand-alone drive required in section 3.6 (Optical Storage Device and Standalone Drive-MO technology), the contractor must provide the configurations/capacities for optical storage devices listed below.

- a. 9.1 GB Optical Jukebox, 291 GB Capacity, 2 Drives, 32 Slots
- b. 9.1 GB Optical Jukebox, 582 GB Capacity, 4 Drives, 64 Slots
- c. 9.1 GB Optical Jukebox, 692 GB Capacity, 2 Drives, 76 Slots
- d. 9.1 GB Optical Jukebox, 1.2 TB Capacity, 4 Drives, 128 Slots
- e. 9.1 GB Optical Jukebox, 2.2 TB Capacity, 6 Drives, 238 Slots

3.8 Other Related Hardware:

3.8.1 Other related hardware for use with the various manufacturers' imaging systems equipment offered should be provided. All other equipment offered is required in order to make the imaging systems operationally complete. Therefore, the equipment must be compatible with the document scanners and optical storage devices described above.

3.8.2 All other equipment provided must meet the minimum requirements for installation, training, and maintenance as stated herein.

4. PERFORMANCE REQUIREMENTS

4.1 Equipment:

- 4.1.1 The contractor must provide equipment which meets or exceeds the specifications contained in this document.
- 4.1.2 The contractor must provide and support all products offered.
- 4.1.3 The contractor must provide any system modifications or additions necessary to enable the system to operate according to all technical and performance specifications presented herein at no additional cost to the state agency.
- 4.1.4 All equipment provided must be new and of current production and available for marketing by the manufacturer. The state agency shall not accept prototypes, nor shall the state accept any used, demonstration, rebuilt, or reconditioned equipment.

4.2 Support:

- 4.2.1 Delivery: The desired delivery is 30 days after receipt of a properly executed order.
- 4.2.2 Installation: If the equipment is not user-installable or if requested by the state agency, the contractor must install the equipment. If the equipment is user-installable, the contractor must provide installation assistance (e.g. telephone support), if requested.
- 4.2.3 Training: The contractor must provide all training required for successful operation of the equipment, including manuals for staff designated for training.
 - a. The contractor's training shall be provided on-site.
 - b. A factory-trained field engineer, certified on the equipment, shall provide on-site operator training to at least two (2) key agency personnel at the time of installation, or at a mutually agreed to time between the contractor and the state agency.
 - c. User/instruction manuals, complete with pictures and diagrams detailing the equipment features and operation, shall be provided to each of the agency personnel attending the training. The manuals should include troubleshooting and remedy information. Training manuals shall be provided at no additional cost to the state.
- 4.2.4 Maintenance: The contractor must provide 9 hour per day, 5 day per week on-site maintenance services, including preventative and remedial maintenance as well as all parts and labor.
 - a. Maintenance shall include telephone technical support and should be provided with a toll free telephone number. On-line technical support is highly desirable.
 - b. The contractor's software maintenance should provide maintenance (e.g. upgrades/new releases) and technical support for all software provided, (if applicable) including ongoing telephone support, problem determination, and resolution
 - c. The contractor should provide additional support services for hardware/software trouble shooting and tuning purposes.
 - d. The State of Missouri reserves the right to cancel maintenance on any or all of the item(s) with 30 days prior written notice to the contractor.

- e. The contractor shall understand that other contracts for maintenance may exist or be established in the future which may be used by the state agency.
- 4.2.5 Documentation: The contractor must supply the user documentation/operating manuals necessary to install, operate and maintain the products provided.
- 4.2.6 The contractor must function as the single point of contact for the state agency, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.

4.3 Upgrades/Replacements:

- 4.3.1 The State of Missouri reserves the right to bid out future upgrades and/or replacements.

5. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS

5.1 Preparation and Submission of Proposals:

- 5.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

- 5.1.2 Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages
 Table of Contents
 Transmittal Letter/Executive Summary
 Exhibit A- Cost (Pricing Pages)
 Exhibit B- Technical Capabilities
 Exhibit C- Contractor Support
 Exhibit D- Other Requested Information
 Exhibit E- MBE/WBE Participation
 Exhibit F- Domestic Products Procurement Act (Buy American)
 State of Missouri, Terms and Conditions - Request for Proposal

- 5.1.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.
- 5.1.4 Copies: The offeror's proposal should include an original document, plus three (3) copies for a total of four (4) documents. Both the original and the copies should be printed on recycled paper and double sided. In addition, the offeror should include one (1) electronic copy of their entire proposal, including all attachments, in Microsoft compatible format on diskette(s) or CD(s).
- 5.1.5 Imaging Ready: Each proposal received is scanned into the Division of Purchasing and Materials Management imaging system after a contract(s) is executed or after all proposals are rejected. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal. Glue bound materials should not be used.
- 5.1.6 Open Records: The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes). Offeror's may view

RSMo 610.021 at the following web site address: www.moga.state.mo.us/statutes/C600-699/6100021.HTM). The offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above-referenced statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the offeror's proposal. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.

5.1.7 Compliance with Terms and Conditions: The offeror's proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall") including the RFP terms and conditions. The State of Missouri shall not award a noncompliant proposal.

- a. The offeror is further cautioned that when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements.
- b. If the offeror's pre-printed software license and/or service agreement(s) must be executed in order to release the software and/or to provide services required in the RFP, such agreement(s) must be submitted in Exhibit D in order to be considered as part of the contract between the contractor and the State of Missouri. The offeror shall be required to do one of the following if such submission is done: (1) The offeror must clearly state on the first page of each of their pre-printed terms and conditions documents the following, "In the event of conflict between any of the ("name of company") terms and conditions and those contained in the RFP B2Z04086, the RFP shall govern" OR (2) Sign the Exhibit D signature block entitled "Addendum to the Offeror's Pre-Printed Terms and Conditions Documents".

5.1.8 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

5.1.9 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to complete the appropriate IRS W-8 form (found on the www.irs.gov website). Submit the W-8 form along with contact information (name, phone number, fax number, and e-mail address) to the Office of Administration, Division of Purchasing and Materials Management; Attention: Libby Shivers; PO Box 809; Jefferson City, MO 65101-0809 or, for courier service, 301 West High St., Rm. 630, Jefferson City, MO 65101 prior to or with the submission of your proposal. Once the W-8 has been processed by the state, your company will be provided with a tax id number that may be used to register as a State of Missouri vendor through this On-Line Bidding website (<https://www.moolb.mo.gov>).

- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may

register as a vendor with the State of Missouri through the On-Line Bidding website by using the Employer Identification Number assigned to your company by the IRS.

- b. When submitting your proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the proposal, (2) included the completed W-8 form with your proposal, or (3) registered with the State of Missouri through the On-Line Bidding website using your Employer Identification Number.

5.2 Proposal Evaluation and Award:

- 5.2.1 Evaluative Criteria: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Cost	60%
Technical Capabilities	25%
Contractor Support.....	15%

- 5.2.2 Cost Evaluation: The evaluation of cost shall cover the original contract period plus renewal periods. The cost evaluation shall include all items necessary to meet the requirements indicated in the Technical Specifications section of this RFP, as well as installation, training, and maintenance. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

- 5.2.3 Subjective Evaluation: The evaluation of technical capabilities of the proposed products as well as the proposed contractor support shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, will be used in the subjective evaluation.

- 5.2.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

NOTE: The state intends to award a contract from this RFP without entering into competitive negotiations. Therefore, offerors original submission should be submitted under the assumption that no competitive negotiations will be conducted. Consequently, the offeror is strongly encouraged to resolve any potential compliance issues with the buyer prior to submitting their proposal.

- 5.2.5 **Question Answer Conferences:** After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 5.2.6 **System Demonstrations:** The offeror may be required to provide a demonstration of his/her system's capabilities at a site he/she deems appropriate and that is reasonably accessible to the evaluators. The demonstration should be constructed to both clarify and verify the offeror's response. Travel expenses incurred by evaluation team members will be the responsibility of the State of Missouri.
- 5.2.7 **Evaluation and Award:** The State reserves the right to evaluate and award the RFP on a per item or an all or none basis.

5.3 Offeror's Response to Evaluative Criteria:

- 5.3.1 **Cost:** The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to meet the requirements of the RFP. All pricing must be firm, fixed for the duration of the contract. In addition, the offeror must also respond to Exhibit A with firm, fixed pricing for all required optional equipment/software, services including installation, training, and maintenance, required supplies, and any other costs necessary to satisfy the requirements of the RFP. Unless stated herein, the state shall assume that absolutely no other costs, charges, or fees will be assessed to the state whatsoever, and that no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.
- 5.3.2 **Technical Capabilities:** The offeror should provide information relative to the technical capabilities of the proposed equipment, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit B for purposes of evaluating the technical capabilities.
- 5.3.3 **Contractor Support:** The offeror should provide information relative to the offeror's proposed contractor support, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit C for purposes of evaluating the offeror's proposed contractor support.

NOTE: IN ORDER TO FACILITATE A POTENTIALLY COMPLEX EVALUATION PROCESS, OFFEROR'S ARE STRONGLY ENCOURAGED TO FOLLOW THE FORMAT REQUESTED IN THE EXHIBITS. FAILURE TO DO SO OR FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REFJECTION OF THE OFFEROR'S PROPOSAL.

5.4 Other Requested Information:

- 5.4.1 The offeror should respond to the information requested in Exhibit D, Other Requested Information.

6. OFFEROR REQUIREMENTS FOR MBE AND WBE PARTICIPATION

- - - - Read All Of This Part Of The RFP and Complete All Related Exhibits - - - -

6.1 Mandatory Requirement for Participation:

- 6.1.1 In order for the Division of Purchasing and Materials Management to meet the requirements of Executive Order 98-21, the offeror must secure participation by certified MBEs and WBEs in providing the products/services required in this RFP. The offeror must secure MBE participation of at least 20% and WBE participation of at least 10% of the total dollar value of the contract. These requirements can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. In order to be considered as meeting these requirements, the MBE/WBEs must be qualified at the time the proposal is submitted.

6.2 Definition -- Qualified MBE/WBE:

- 6.2.1 MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups. In order to be considered a **qualified** MBE or WBE for purposes of this RFP, the MBE/WBE **must be certified** by the State of Missouri, Office of Administration, Office of Equal Opportunity.

6.3 Offerors Qualifying as MBE/WBE:

- 6.3.1 MBE/WBEs submitting proposals can meet the MBE or WBE participation requirements by completing the Documentation of MBE/WBE Participation section found in Exhibit E and verifying their certification by the Office of Equal Opportunity as an MBE or WBE. Note: Portions of the contract that will be performed by businesses which do not qualify as MBEs or WBEs will not be considered as MBE/WBE participation.

6.4 Potential MBE/WBE Subcontracting and Other Participation Opportunities:

- 6.4.1 This information is intended to suggest potential opportunities for participation of MBEs and WBEs in providing the products and services required in the RFP. Offerors can meet the participation requirements through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for qualified MBE/WBE participation. The following list is not meant to be all-inclusive, nor is it intended to limit the offeror to utilize the participation in the manner identified.

- Installation
- Maintenance
- Training

6.5 Resources:

- 6.5.1 A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at http://www.oa.mo.gov/oeo/Supplier_Diversity_Program.html or by contacting the Supplier Diversity Program at:

Office of Administration
Supplier Diversity Program
P.O. Box 809
Harry S Truman Bldg., Room 840
Jefferson City, MO 65102
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078

6.6 Participation Commitment:

- 6.6.1 To identify each proposed MBE and WBE, the offeror must complete the Participation Commitment table located in the Exhibit E of this RFP.

6.7 Documentation of MBE/WBE Participation:

- 6.7.1 The offeror must insure that each MBE and WBE listed in the Participation Commitment exhibit completes a Documentation of MBE/WBE Participation exhibit which is located in the Exhibit section of this RFP. Each completed Documentation of MBE/WBE Participation exhibit must be submitted by the offeror with the proposal. The percentage level of MBE/WBE participation committed to by the offeror in the Participation Commitment exhibit and verified in the Documentation of MBE/WBE Participation exhibit, shall be considered by the Division of Purchasing and Materials Management in determining if the offeror has satisfied the MBE/WBE participation requirements.

NOTE: THE OFFEROR SHOULD SUBMIT DOCUMENTATION OF ANY MBE/WBE PARTICIPATION THEY ARE ABLE TO OBTAIN. IF THE PERCENTAGE IS LESS THAN THE REQUIRED 20% MBE OR 10% WBE, THE OFFEROR MUST ALSO SUBMIT THE APPLICATION FOR WAIVER EXHIBIT.

6.8 Application for Waiver:

- 6.8.1 If the committed percentage of participation is less than 20% for MBE and/or less than 10% for WBE, the offeror must complete the Application for Waiver exhibit documenting efforts made to meet the MBE/WBE participation requirements. The Application for Waiver exhibit can be found in the Exhibit E section of this RFP.

6.9 Rejection of Proposal:

- 6.9.1 Failure of the offeror to obtain 20% MBE participation and 10% WBE participation shall result in rejection of the proposal unless the Application for Waiver exhibit is submitted with the proposal by the offeror and approved by the Division of Purchasing and Materials Management. The Division of Purchasing and Materials Management will review the Application for Waiver and any other applicable information contained in the proposal to determine if the MBE/WBE participation requirements will be waived. The ability of other offerors to obtain MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offeror not obtaining the required MBE/WBE participation. The Division of Purchasing and Materials Management reserves the right to request additional information from offerors to determine compliance with the MBE/WBE participation requirements.

EXHIBIT A
COST (PRICING PAGE)

A.1 REQUIRED EQUIPMENT/SOFTWARE PRICING:

The offeror must indicate firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. The offeror must itemize each component below. The offeror must identify the brand and model of the equipment proposed. The quantities indicated in this Request for Proposal are estimates only. The State of Missouri does not guarantee quantities.

Line Item	Description	Qty.	Unit of Measure	Unit Price
001	High Speed (160 pages per minute) Document Scanner Brand/Model: _____	2	Each	\$_____
002	Medium Speed (120 pages per minute) Document Scanner Brand/Model: _____	1	Each	\$_____
003	Flatbed Scanner (50 pages per minute) Brand/Model: _____	1	Each	\$_____ _____
004	Optical Storage Device (UDO) 4 drives, 72 slots, 2.2 TB capacity Brand/Model: _____	2	Each	\$_____ _____
005	Stand alone External Optical Drives (30 GB UDO) Brand/Model: _____	1	Each	\$_____
006	Optical Storage Device (MO) 4 drives, 238 slots, 2.2 TB capacity Brand/Model: _____	1	Each	\$_____ _____
007	Stand alone External Optical Drives (9.1 GB MO) Brand/Model: _____	1	Each	\$_____

A.2 REQUIRED OPTIONAL EQUIPMENT PRICING:

The offeror must indicate firm, fixed pricing for all optical storage devices listed below. The offeror should identify the brand and model of the equipment proposed.

Line Item	Description	Unit of Measure	Unit Price
008	Optical Storage Device with 24 slots and 2 drives = 720 GB	Each	\$_____
009	Optical Storage Device with 32 slots and 2 drives = 720 GB	Each	\$_____
010	Optical Storage Device with 80 slots and 2 drives = 2.4 TB	Each	\$_____
011	Optical Storage Device with 104 slots with 2 drives = 3.1 TB	Each	\$_____
012	Optical Storage Device with 104 slots and 4 drives = 3.1 TB	Each	\$_____
013	Optical Storage Device with 164 slots and 4 drives = 4.9 TB	Each	\$_____
014	Optical Storage Device with 164 slots and 6 drives = 4.9 TB	Each	\$_____
015	Optical Storage Device with 238 slots and 6 drives = 7.1 TB	Each	\$_____
016	9.1 GB Optical Storage Device, 291 GB Capacity, 2 drives, 32 slots	Each	\$_____
017	9.1 GB Optical Storage Device, 582 GB capacity, 4 drives, 64 slots	Each	\$_____
018	9.1 GB Optical Storage Device, 692 GB capacity, 2 drives, 76 slots	Each	\$_____
019	9.1 GB Optical Storage Device, 1.2 TB capacity, 4 drives, 128 slots	Each	\$_____
020	9.1 GB Optical Storage Device, 2.2 TB capacity, 6 Drives, 238 slots	Each	\$_____
021	Color Upgrade for High Speed Document Scanner	Each	\$_____
022	Color Upgrade for Medium Speed Document Scanner	Each	\$_____

A.5 RENEWAL OPTIONS:

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of four (4) additional years.

The offeror must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option periods. If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, **NOT against the previous year's price.** A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below will be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

1. New Equipment/Software Acquisitions:

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
1st Renewal Period:	original price +____%	OR	original price -____%
2nd Renewal Period:	original price +____%	OR	original price -____%
3rd Renewal Period:	original price +____%	OR	original price -____%
4th Renewal Period:	original price +____%	OR	original price -____%

2. Equipment Installation:

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
1st Renewal Period:	original price +____%	OR	original price -____%
2nd Renewal Period:	original price +____%	OR	original price -____%
3rd Renewal Period:	original price +____%	OR	original price -____%
4th Renewal Period:	original price +____%	OR	original price -____%

3. Training:

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
1st Renewal Period:	original price +____%	OR	original price -____%
2nd Renewal Period:	original price +____%	OR	original price -____%
3rd Renewal Period:	original price +____%	OR	original price -____%
4th Renewal Period:	original price +____%	OR	original price -____%

4. Supplies:

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
1st Renewal Period:	original price +____%	OR	original price -____%
2nd Renewal Period:	original price +____%	OR	original price -____%
3rd Renewal Period:	original price +____%	OR	original price -____%
4th Renewal Period:	original price +____%	OR	original price -____%

5. Maintenance:

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
1st Renewal Period:	original price +____%	OR	original price -____%
2nd Renewal Period:	original price +____%	OR	original price -____%
3rd Renewal Period:	original price +____%	OR	original price -____%
4th Renewal Period:	original price +____%	OR	original price -____%

EXHIBIT B
TECHINICAL CAPABILITIES

The evaluation of the technical capabilities of the products offered shall be subjective based on the specifications and requirements stated herein. Therefore, the offeror should present detailed descriptions of all products proposed. The following information should be provided by the offeror in order to verify the technical capabilities of the proposed products. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

B.1 TECHNICAL CAPABILITIES FOR ALL REQUIRED EQUIPMENT AND OPTIONAL REQUIRED EQUIPMENT

- 1) The offeror should fully describe in detail the product(s) proposed. The offeror's description should correspond to the specifications and requirements included in Section 3 of this document.

B.2 ADDITIONAL INFORMATION

- 1) The offeror should provide any additional relevant information to assist in the evaluation of the technical capabilities of the proposed equipment. Any items, if applicable, proposed as optional equipment should be adequately described.

EXHIBIT C
CONTRACTOR SUPPORT

The evaluation of the offeror's proposed contractor support shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the services and support proposed. The following information should be provided by the offeror in order to verify their proposed contractor support. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

C.1 CONTRACTOR SUPPORT

- 1) The offeror's organization should provide all maintenance and related services for the proposed equipment. If not provided by the offeror's company, the offeror should provide the name of the organization that will be responsible for all such services, describe specifically the experience of the service organization on the proposed equipment, and the type of agreements the offeror's company has with the service organization.
- 2) The offeror should describe all maintenance service to be contractually agreed to including the levels of contact for maintenance, preventive maintenance programs, warranties and liabilities.
 - a. The offeror should state the minimum warranty period applicable to parts and labor.
 - b. The offeror should state if the maintenance price is applicable upon installation of the equipment?
- 3) The offeror should describe how they intend to function as a single point of contact for the state, regardless of any subcontract arrangements. This should include responsibilities and liabilities of the offeror for all problems relating to the equipment.
- 4) The desired delivery is 30 days after receipt of order. If the offeror's delivery is different, state the delivery in number of days after receipt of order.
- 5) The offeror should identify where component spare parts for maintenance of the proposed equipment will be stocked. The offeror should also identify where back-up parts are located and the procedures that will be used in the event a part from the back-up location is required. The offeror should indicate the dollar value of inventory on hand. The offeror should state the length of time following award of the contract for which parts availability shall be guaranteed.
- 6) The offeror should fully describe their maintenance offering. The offeror should provide the following information relating to the provision of maintenance service on a 5 day per week, 9 hour per day basis:
 - a. Identify the location of the primary service organization.
 - b. State the number of service representatives at the primary location who are trained on the equipment proposed.
 - c. State whether service representatives are factory or dealer trained.
 - d. State the years of experience of each service representative who will respond to service calls on the proposed equipment.
 - e. Identify the location of the secondary service organization.
 - f. State the number of service representatives at the secondary location who are trained on the equipment proposed.
 - g. Describe your plan for responding to off-hour (non-prime time) requests for service and requests for service on holidays, weekends and vacations.
 - h. Explain the procedures for service representative staffing during vacations and holidays.
 - i. Describe the procedures to be used to contact service personnel.

- j. Describe the maintenance escalation procedure complete with the positions and telephone numbers of the people to be notified.
- k. Describe response time guarantees to be provided to the state and any associated penalties the state may apply if the guarantees are not met by the service organization.
- l. Describe any obligations the state may have for charges from the offeror's service organization when they respond to a call for service and the problem is determined to be another vendor's hardware or software. If the state is liable for charges, what are they?
- m. Indicate whether the offeror will assume responsibility for charges for diagnostic testing or other maintenance services provided by another vendor if the problem is determined to be theirs.
- n. Describe training provided to the state for installation, operation, programming and screen design, operator training, etc.
- o. Describe training, provide location where training is held, provide frequency of training and duration of classes recommended.
- p. Specify the amount of technical support provided to the state at no cost in the implementation of the new system.
- q. Identify the state's responsibility and the contractor responsibility pertaining to installation of the proposed equipment.
- r. Describe the installation procedure necessary for utilization of their proposed equipment.

C.3 ADDITIONAL INFORMATION

- 1) The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- 2) The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- 3) The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
- 4) If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror **MUST** disclose such fact and provide details with the proposal.
- 5) The offeror should provide any additional relevant information to assist in the evaluation of the technical capabilities of the proposed equipment.

EXHIBIT D
OTHER REQUESTED INFORMATION

D.1 CONTACT INFORMATION

- 1) If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, etc.

RFP COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

CONTRACT COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

D.2 PREFERENCE FOR ORGANIZATIONS FOR THE BLIND AND SHELTERED WORKSHOPS

- 1) A five (5) bonus point preference shall be granted to proposals including products and/or services manufactured, produced or assembled by qualified nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for proposals qualifying for the preference.

If the offeror is an organization for the blind or sheltered workshop, then the offeror should provide evidence of qualifications as described herein (i.e., copy of certificate or certificate number).

If the offeror is utilizing an organization for the blind or sheltered workshop as a subcontractor, then the offeror must submit a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract.

D.3 AMERICAN MADE

- 1) In event equipment proposed qualifies for domestic preference under the Domestic Products Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the offeror must complete Exhibit F certifying domestic manufacturer or domestic equivalence. The offeror is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the offeror claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the offeror must provide proof of compliance with RSMo 34.353. Therefore the offeror should complete and return Exhibit F, certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract. The offeror may be required to provide document proof of the respective certification in order to be granted any preference.

D.4 ADDENDUM TO OFFEROR'S PRE-PRINTED TERMS AND CONDITIONS DOCUMENTS

- 1) By signing the signature block below the offeror hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her proposal, including any pre-printed terms and conditions documents such as software license agreements, maintenance support services agreements, professional services agreements, etc., that are submitted as part of his/her proposal, and (2) any of the offeror's terms and conditions contained in the submitted pre-printed terms and condition documents that conflict with the RFP B2Z04086's terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the offeror's and/or third party's pre-printed terms and conditions documents that are not in conflict with the RFP shall apply hereto.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

EXHIBIT E
MBE/WBE PARTICIPATION

E.1 PARTICIPATION COMMITMENT

The offeror must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/Services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide themselves.

NOTE: In order to be a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity.

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Total MBE: <i>(must be at least 20%)</i>		Total WBE: <i>(must be at least 10%):</i>	

The offeror must provide below a complete, detailed description of the roles and responsibilities of the MBE/WBE firms represented above.

[illegible]

EXHIBIT E (continued)**E.2 DOCUMENTATION OF MBE/WBE PARTICIPATION**

The offeror must provide a copy of this page to each proposed MBE/WBE. Each MBE/WBE included in this proposal must complete a copy of this exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this exhibit. These completed exhibits must be submitted with the offeror's proposal.

Indicate appropriate business classification(s): _____ MBE _____ WBE

Name of MBE/WBE firm: _____

Address: _____ Phone #: _____

City/State/Zip: _____ Fax #: _____

Email Address: _____

Describe the products/services you will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are supplying for this contract.

_____ %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

Each MBE/WBE must provide their State of Missouri, Office of Equal Opportunity certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Equal Opportunity.

Name of MBE/WBE Owner: _____ Date: _____

MBE/WBE Certification Number: _____ FEIN/SSN: _____

MBE/WBE Owner/Authorized Representative Signature: _____

Authorized Signature of Offeror: _____

EXHIBIT E (continued)**E.3 APPLICATION FOR WAIVER**

If less than 20% of the total dollar value of the contract will be performed by qualified MBEs and/or less than 10% of the total dollar value of the contract will be performed by qualified WBEs, the offeror must apply for a waiver of the MBE/WBE participation requirements by completing this exhibit.

Indicate which participation requirement the offeror is requesting a waiver of: ___ MBE ___ WBE
(A separate Application for Waiver must be submitted for each.)

Section A - Initial Efforts:

(1) Describe steps taken by your firm to divide the specifications/requirements into areas in which MBE/WBEs would be capable of performing.

(2) Note contacts made to the Office of Equal Opportunity to identify potential MBEs/WBEs. Provide date(s) and individual(s) contacted.

(3) Note written efforts to contact MBE/WBEs qualified to participate in the contract in sufficient time to allow for their effective participation. (Provide name, address, and telephone number of MBE/WBE firms contacted and dates and copies of correspondence, etc.)

Section B - Follow Up Efforts

(1) Describe efforts made by your firm to provide interested MBE/WBEs with sufficiently detailed information about specifications and requirements of the contract. (Submit copies of information provided to the MBE/WBEs.)

(2) If MBE/WBEs indicated a desire to participate or submitted proposals, list MBE/WBEs submitting proposals and reasons for rejecting.

EXHIBIT E
APPLICATION FOR WAIVER-(continued)

Based on the above stated efforts made to obtain qualified MBE/WBE participation, the offeror hereby requests that the applicable participation requirements be waived.

The undersigned hereby certifies that the statements provided in this Application for Waiver are true and correct to the best of his/her knowledge, information, and belief.

Authorized Signature of Offeror: _____

Name: _____

Title: _____

Company: _____

Date: _____

Note: Information submitted on this exhibit, supporting documentation, or other sources of information will be used to determine whether the waiver will be granted. Granting of the waiver is solely within the discretion of the Division of Purchasing and Materials Management.

The ability of competing offerors to obtain qualified MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offerors not obtaining the required MBE/WBE participation.

EXHIBIT F
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all proposals with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the offeror must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.

If all products proposed qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting proposal electronically, typed signature required).

COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting proposal electronically, typed signature required).

COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products proposed qualify for domestic status because of a trade treaty, etc., then the offeror must identify each product, country and qualifying treaty, etc. below. The offeror must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

PROPOSAL ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION
SECTION C		
I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.		
SIGNATURE (If submitting proposal electronically, typed signature required)		
COMPANY NAME		

NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items proposed may not receive the domestic preference.

Revised 5/17/02

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Executive Orders 03-27 and 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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